volving similar statutes, for the doctrine that notice of an unrecorded chattel mortgage is immaterial and a purchaser with notice acquires good title. *Kahreman* v. *Dunbar*, 152 Ill. App. 34; *First Natl. Bank of Edgerton* v. *Biederman*, 149 Wis. 8, 134 N. W. 1132. Where the statute provides that unrecorded chattel mortgages shall be void, the legislative intent is construed to be that a chattel mortgage unrecorded shall be absolutely void, and notice ineffectual. *Smith* v. *Howard*, 173 Mass. 88, 53 N. E. 143.

RESTAURANT KEEPERS—IMPLIED WARRANTY OF FITNESS OF FOOD.—A restaurant keeper served impure food to a patron who became sick therefrom. The plaintiff sued on an implied warranty of fitness. *Held*, there is no implied warranty of fitness, the action must be based on negligence. *Merrill* v. *Hodson* (Conn.), 91 Atl. 533.

In general, where articles of food are sold by a dealer or trader for immediate consumption, an implied warranty of fitness arises, that the goods are wholesome and fit for use. 2 MECHEM, SALES, § 1356. It is evident that for the warranty to arise the transaction must be contractual. But it was early established that an innkeeper in furnishing food to a guest did not act in a contractual capacity, since the business of an innkeeper was affected by a public interest, and he could not refuse food to a guest, and was subject to prosecution and punishment if he made unreasonable charges. *Newton* v. *Trigg*, 3 Mod. 328. As these conditions do not now prevail, the reason for the rule no longer exists. A sale of food by an innkeeper or restaurant keeper differs in no way from a sale by a dealer or trader. But though the reason is gone the rule remains, and by the weight of authority an innkeeper or restaurant keeper, if he serves impure food to his patrons, can only be held on the ground of negligence, he does not sell the food. *Sheffer* v. *Willoughby*, 163 Ill. 518, 45 N. E. 253; *Pantage* v. *West*, 7 Ala. App. 599, 61 South. 42.

But it has been held that furnishing liquor with a meal comes within the meaning of a statute prohibiting a sale of liquor. *Comm.* v. *Worcester*, 126 Mass. 256. And where the sale of certain foods was prohibited by statute, it was held that a restaurant keeper serving such foods to his patrons came within the meaning of the statute. *Comm.* v. *Miller*, 131 Pa. St. 118, 18 Atl. 938; *Comm.* v. *Warren*, 160 Mass. 533, 36 N. E. 308. And a recent case holds that a restaurant keeper impliedly warrants the food he serves is wholesome. *Leahy* v. *Essex* (App. Div.), 148 N. Y. Supp. 1063. This case is directly *contra* to the old doctrine and it would seem on principle the only tenable view, though the weight of authority is clearly the other way.

TIME—COMPUTATION.—A statute extended the vacation of a court from the second Monday in July to the third Monday in September, and provided that during that time the court should not hear jury trials. A jury returned a verdict upon the second Monday in July. *Held*, the verdict is valid. *Frey* v. *Rhode Island Co.* (R. I.), 91 Atl. 1.

Formerly the rule was established in England, that when time was